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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

PAUL KARCSAY, individually, and on  
behalf of a class of similarly situated  
individuals,

Plaintiff,

v.

VOLKSWAGEN GROUP OF AMERICA,  
INC., a New Jersey Corporation,

Defendant.

Case No.: **'15CV2110 BAS MDD**

**CLASS ACTION COMPLAINT FOR:**

- (1) Violations of Unfair Competition Law; and
- (2) Breach of Implied Warranty pursuant to  
Song-Beverly Consumer Warranty Act

**DEMAND FOR JURY TRIAL**

## INTRODUCTION

1. Plaintiff Paul Karcsay (“Plaintiff”) brings this action for himself and on behalf of all persons in California who purchased or leased any Volkswagen or Audi vehicles equipped with 2.0 liter TDI diesel engines (collectively, “Class Vehicles”)<sup>1</sup> designed, manufactured, marketed, distributed, sold, warranted, leased, and serviced by Volkswagen Group of America, Inc. (“Volkswagen” or “Defendant”).

2. Since beginning production of the Class Vehicles, Volkswagen has made false representations regarding the fuel efficiency and quality of emissions systems of the Class Vehicles. Volkswagen touted its commitment to “making vehicles that are eco-conscious” by producing the Class Vehicles with “clean diesel” engines that were comparable in fuel-efficiency to hybrid vehicles, yet maintained the more powerful drivability of petrol or gasoline engines.

3. However, in or around September 2015, federal and state government agencies revealed that Volkswagen installed software devices, known as “defeat devices,” into the Class Vehicles that detects when the vehicles are undergoing emissions testing and manipulates the results by engaging otherwise disengaged emissions control systems (“Emissions Manipulation”). When the Class Vehicles are not undergoing emissions testing, the disengaged emissions control systems allow for emissions of as much as 40 times the pollution permitted under the Clean Air Act. If the emissions control systems equipped in the Class Vehicles remain engaged at all times, the Class Vehicles would be less fuel-efficient and less powerful.

4. On information and belief, Defendant designed, manufactured, distributed, marketed, sold, and leased vehicles equipped with 2.0 liter TDI diesel engines, and the Emissions Manipulation is the same for all Class Vehicles.

5. Further, on information and belief, Defendant’s corporate officers, directors, or

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<sup>1</sup> On information and belief, these vehicles include, but are not limited to, the following Volkswagen and Audi diesel models: 2009-2015 Volkswagen Jetta, 2009-2015 Volkswagen Beetle, 2009-2015 Audi A3, 2009-2015 Volkswagen Golf, and 2012-2015 Volkswagen Passat.

1 managers knew about the Emissions Manipulation and failed to disclose it to Plaintiff and  
2 Class Members, at the time of sale, lease, repair, and thereafter.

3 6. Because Volkswagen will not notify Class Members of the deceptive devices  
4 installed in the Class Vehicles' emissions control systems to prevent detection of actual  
5 emissions, Plaintiff and Class Members are and continue to be deceived by Volkswagen.

6 7. The Emissions Manipulation is inherent in the Class Vehicles and was present  
7 in each Class Vehicle at the time of sale, unbeknownst to the Plaintiff and Class Members.

8 8. Volkswagen knew about the Emissions Manipulation that was present in every  
9 Class Vehicle, and intentionally and deliberately concealed them from Plaintiff and Class  
10 Members, at the time of sale, lease, and repair and thereafter.

11 9. As a result of their reliance on Defendant's omissions and/or  
12 misrepresentations, owners and/or lessees of the Class Vehicles suffered an ascertainable loss  
13 of money, property, and/or value of the Class Vehicle. Additionally, as a result of the  
14 Emissions Manipulation, Plaintiff and Class Members were harmed and suffered actual  
15 damages in that the Class Vehicles continue to, and will continue to, experience the effects of  
16 the Emissions Manipulation throughout the life of the Class Vehicles, unless the defect is  
17 resolved.

## 18 **PARTIES**

### 19 **PLAINTIFF PAUL KARCSAY**

20 10. Plaintiff Paul Karcsay is a California citizen who resides in Cardiff-by-the-Sea,  
21 California.

22 11. On or around May 22, 2015, Plaintiff purchased a 2015 Volkswagen Golf  
23 SportWagen TDI SEL equipped with a 2.0 liter diesel engine from Cardinaleway Volkswagen,  
24 an authorized Volkswagen dealer located in Riverside County, California.

25 12. Plaintiff purchased his vehicle primarily for personal, family, or household use.  
26 Volkswagen manufactured, sold, distributed, advertised, marketed, and warranted the vehicle.

27 13. Fuel efficiency, vehicle performance, environmental safety, and reliability were  
28 factors in Plaintiff's decision to purchase his vehicle. Prior to purchasing his vehicle, Plaintiff

1 reviewed the vehicle on Volkswagen's official website and spoke to Volkswagen  
2 representatives regarding the benefits of a "clean diesel" engine.

3 14. Had Volkswagen disclosed the Emissions Manipulation before Plaintiff  
4 purchased his vehicle, Plaintiff would have seen such disclosures and been aware of them.  
5 However, Volkswagen misrepresented the vehicles' emissions and omitted the vehicle's  
6 utilization of the defeat device prior to Plaintiff's purchase of his Class Vehicle. Indeed,  
7 Volkswagen's omissions and misrepresentations were material to Plaintiff. Plaintiff would  
8 not have purchased his Class Vehicle, or would have paid less, had he known of the Emissions  
9 Manipulation.

10 15. At all times, Plaintiff, like all Class Members, has driven his vehicle in a  
11 foreseeable manner and in the manner in which it was intended to be used.

12 **DEFENDANT**

13 16. Defendant Volkswagen Group of America, Inc. is a corporation organized and  
14 in existence under the laws of the State of New Jersey and registered to do business in the  
15 State of California. On information and belief, at all relevant times herein, Volkswagen  
16 Group of America, Inc., was engaged in the business of designing, manufacturing, marketing,  
17 distributing, and selling automobiles and other motor vehicles and motor vehicle components  
18 throughout the United States of America.

19 17. At all relevant times herein, on information and belief, Defendant is and has  
20 been engaged in the business of designing, manufacturing, constructing, assembling,  
21 marketing, distributing, and selling automobiles, other motor vehicles, and motor vehicle  
22 components throughout the United States of America.

23 **JURISDICTION**

24 18. This is a class action.

25 19. Plaintiff and other class members are citizens of states different from the home  
26 state of Defendant.

27 20. On information and belief, aggregate claims of individual Class Members  
28 exceed \$5,000,000.00 in value, exclusive of interest and costs.



discoverable by its customers. Further, as alleged herein, Volkswagen actively concealed the Emissions Manipulation.

29. On information and belief, Defendant's corporate officers, directors, or managers knew about the Emissions Manipulation and failed to disclose it to Plaintiff and Class Members, at the time of sale, lease, repair, and thereafter.

30. Plaintiff and Class Members reasonably relied on the material information regarding the Emissions Manipulation that was omitted and not disclosed to Plaintiff and Class Members.

31. Defendant has actively concealed and failed to disclose the Emissions Manipulation to consumers at the time of purchase or lease and thereafter. As a result of this failure, Plaintiff and Class Members have been damaged.

**The Emissions Manipulation Poses an Unreasonable Safety Risk**

32. The Emissions Manipulation renders the Class Vehicles unsafe because a proper emissions control system serves to ensure that the vehicle operates within federally-mandated emissions standards. Due to Defendant's utilization of a defeat device, the Class Vehicles evade detection of its actual emissions, which are as much as 40 times the allowable amount of pollution and poses a risk to public health and safety.

**Volkswagen Had Exclusive Knowledge of the Emissions Manipulation**

33. Volkswagen had superior and exclusive knowledge of the Emissions Manipulation, and knew or should have known that the defect was not known or reasonably discoverable by Plaintiff and Class Members before they purchased or leased the Class Vehicles.

34. Plaintiff is informed and believe and based thereon allege that before Plaintiff purchased his Class Vehicles, Volkswagen knew about the Emissions Manipulation through sources not available to consumers.

35. The alleged Emissions Manipulation problem was inherent in each Class Vehicle and was present in each Class Vehicle at the time of sale.

36. The existence of the Emissions Manipulation is a material fact that a reasonable

1 consumer would consider when deciding whether to purchase or lease a vehicle. The  
 2 existence of the Emissions Manipulation is material in that the defect results in Class Vehicles  
 3 not being in compliance with state and federal law. Had Plaintiff and other Class Members  
 4 known that the Class Vehicles had the Emissions Manipulation, he would not have purchased  
 5 or leased the Class Vehicles or would have paid less for them.

6 37. Reasonable consumers, like Plaintiff, expect that the emissions control systems  
 7 in their vehicle will accurately display the vehicle's emissions during testing and at all other  
 8 times, and that their vehicle will function in a manner that will not pose a public health  
 9 hazard, and is free from defects. Plaintiff and Class Members further reasonably expect that  
 10 Volkswagen will not program its systems to misrepresent emissions data. Plaintiff and Class  
 11 Members did not expect Volkswagen to fail to disclose the Emissions Manipulation to them  
 12 and to continually conceal the defect.

### 13 **Volkswagen Actively Concealed the Emissions Manipulation**

14 38. While Volkswagen has been fully aware of the Emissions Manipulation in the  
 15 Class Vehicles, it actively concealed the existence and nature of the defect from Plaintiff and  
 16 Class Members at the time of purchase, lease, or repair and thereafter. Specifically,  
 17 Volkswagen failed to disclose or actively concealed at and after the time of purchase, lease, or  
 18 repair:

- 19 (a) any and all known material defects or material nonconformity of the  
 20 Class Vehicles, including the defects relating to the emissions control  
 21 systems;
- 22 (b) that the Class Vehicles, including their emissions control systems, were  
 23 not in good working order, were defective, and were not fit for their  
 24 intended purposes; and
- 25 (c) that the Class Vehicles and their emissions control systems were  
 26 defective, despite the fact that Volkswagen knew of such defect through  
 27 its intentional utilization of a defeat device as early as 2009, if not  
 28 before.

## TOLLING OF THE STATUTE OF LIMITATIONS

39. Because the defeat device in the Class Vehicle causing the Emissions Manipulation cannot be detected, Plaintiff and Class Members were not reasonably able to discover the problem until a thorough investigation by the Environmental Protection Agency revealed the device.

40. Plaintiff and Class Members had no realistic ability to discover the Emissions Manipulation. Therefore, the discovery rule is applicable to the claims asserted by Plaintiff and Class Members.

41. Plaintiff is informed and believes and based thereon alleges that Volkswagen has known of the Emissions Manipulation since 2009, if not earlier, and has concealed from or failed to alert owners and lessees of the Class Vehicles of the Emissions Manipulation.

42. Any applicable statute of limitation has therefore been tolled by Volkswagen's knowledge, active concealment (see also the Active Concealment section, *supra*), and denial of the facts alleged herein. Volkswagen is further estopped from relying on any statute of limitation because of its concealment of the Emissions Manipulation.

## CLASS ACTION ALLEGATIONS

43. Plaintiff brings this lawsuit as a class action on behalf of himself and all others similarly situated as members of the proposed Plaintiff Classes pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2) and 23(b)(3). This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

44. The Class and Sub-Classes are defined as:

**Class:** All individuals in the United States who purchased or leased any Volkswagen or Audi vehicle equipped with a 2.0 liter TDI diesel engines (the "Class").

**Implied Warranty Sub-Class:** All members of the Class who purchased or leased their vehicles in the State of California.

45. Excluded from the Class and Sub-Classes are: (1) Defendant, any entity or division in which Defendant has a controlling interest, and their legal representatives, officers,



1 directors, assigns, and successors; (2) the Judge to whom this case is assigned and the Judge's  
2 staff; (3) any Judge sitting in the presiding state and/or federal court system who may hear an  
3 appeal of any judgment entered; and (4) those persons who have suffered personal injuries as  
4 a result of the facts alleged herein. Plaintiff reserves the right to amend the Class and Sub-  
5 Class definitions if discovery and further investigation reveal that the Class and Sub-Classes  
6 should be expanded or otherwise modified.

7 46. There is a well-defined community of interest in the litigation and each  
8 subclass is readily ascertainable.

9 47. Numerosity: Although the exact number of prospective class members is  
10 uncertain and can only be ascertained through appropriate discovery, the number is great  
11 enough such that joinder is impracticable. The disposition of prospective class members'  
12 claims in a single action will provide substantial benefits to all parties and to the Court. The  
13 prospective class members are readily identifiable from information and records in  
14 Defendant's possession, custody, or control, as well as from records kept by the departments  
15 of motor vehicles of the various states.

16 48. Typicality: The claims of the representative Plaintiff is typical of the claims of  
17 all prospective class members in that the representative Plaintiff and the prospective class  
18 members purchased and leased a Class Vehicle designed, manufactured, and distributed by  
19 Volkswagen. The representative Plaintiff, like all prospective class members, has been  
20 damaged by Defendant's misconduct in that they have incurred or will incur expenses as a  
21 result of the Emissions Manipulation. Furthermore, the factual bases of Volkswagen's  
22 misconduct are common to all prospective class members and represent a common thread  
23 resulting in injury to all prospective class members.

24 49. Commonality: There are numerous questions of law and fact common to  
25 Plaintiff and the prospective class members that predominate over any question affecting  
26 individual prospective class members. These common legal and factual issues include the  
27 following:

28 (a) Whether Class Vehicles have been equipped with defeat devices, which

enhance Class Vehicles' performance and fuel efficiency by disabling the Class Vehicles' emissions control systems;

- (b) Whether the existence of defeat devices constitutes unlawful, fraudulent, and wrongful conduct on the part of Volkswagen;
- (c) Whether Volkswagen knew that the utilization of the defeat devices was unlawful and, if so, how long Defendant knew that the utilization of the defeat devices was unlawful;
- (d) Whether the utilization of the defeat devices constitutes a material fact;
- (e) Whether Defendant has a duty to disclose the utilization of defeat devices to Plaintiff and prospective class members;
- (f) Whether Plaintiff and the prospective class members are entitled to equitable relief, including but not limited to a preliminary and/or permanent injunction;
- (g) Whether Defendant concealed and refused to disclose the defeat devices from purchasers and lessees of Class Vehicles before they sold and leased Class Vehicles to prospective class members;
- (h) Whether Defendant should be declared financially responsible for notifying all prospective class members of the problems with the Class Vehicles and for the costs and expenses of removing the defeat devices;
- (i) Whether Class Members will suffer loss once the defeat devices are removed or permanently disabled, and whether, and to what extent, Volkswagen is obligated to compensate Class Members for any and all losses; and
- (j) Whether Defendant breached the implied warranty of merchantability pursuant to the Song-Beverly Act.

50. Adequate Representation: Plaintiff will fairly and adequately protect prospective class members' interests. Plaintiff has retained attorneys experienced in

1 prosecuting class actions, including consumer and product defect class actions, and Plaintiff  
2 intends to prosecute this action vigorously.

3 51. Superiority: Plaintiff and the prospective class members have all suffered and  
4 will continue to suffer harm and damages as a result of Defendant's unlawful and wrongful  
5 conduct. A class action is superior to other available methods for the fair and efficient  
6 adjudication of the controversy. Absent a class action, prospective class members would  
7 likely find the cost of litigating their claims prohibitively high and would therefore have no  
8 effective remedy at law. Because of the relatively small size of the individual prospective  
9 class members' claims, it is likely that only a few prospective class members could afford to  
10 seek legal redress for Defendant's misconduct. Absent a class action, prospective class  
11 members will continue to incur damages, and Defendant's misconduct will continue without  
12 remedy. Class treatment of common questions of law and fact would also be a superior  
13 method to multiple individual actions or piecemeal litigation in that class treatment will  
14 conserve the resources of the courts and the litigants and will promote consistency and  
15 efficiency of adjudication.

#### 16 **FIRST CAUSE OF ACTION**

##### 17 **(Violation of California Business & Professions Code § 17200, *et seq.*)**

18 52. Plaintiff incorporates by reference the allegations contained in the preceding  
19 paragraphs of this Complaint.

20 53. Plaintiff brings this cause of action on behalf of himself and on behalf of the  
21 Class.

22 54. As a result of their reliance on Defendant's omissions and/or  
23 misrepresentations, owners and/or lessees of the Class Vehicles suffered an ascertainable loss  
24 of money, property, and/or value of their Class Vehicles. Additionally, as a result of the  
25 Emissions Manipulation, Plaintiff and Class Members were harmed and suffered actual  
26 damages.

27 55. California Business & Professions Code § 17200 prohibits acts of "unfair  
28 competition," including any "unlawful, unfair or fraudulent business act or practice" and

1 “unfair, deceptive, untrue or misleading advertising.”

2 56. Plaintiff and Class Members are reasonable consumers who expect that the  
3 emissions control systems in their vehicle will accurately display the vehicle’s emissions  
4 during testing and at all other times, and that their vehicle will function in a manner that will  
5 pass federal and state environmental standards, and is free from such deceptive devices.  
6 Additionally, Plaintiff and Class Members expect that their vehicles will not utilize defeat  
7 devices to manipulate the vehicle’s emissions in violation of federal and state regulations.

8 57. Defendant knew the Class Vehicles utilized defeat devices to evade detection of  
9 illegal emissions and thus suffered from defects, and were not suitable for their intended use.

10 58. In failing to disclose the defeat devices, Defendant has knowingly and  
11 intentionally concealed material facts and breached their duty not to do so. Defendant further  
12 intentionally misrepresented material facts about the vehicle and its emissions, and engaged in  
13 fraud.

14 59. As a result of Defendant’s affirmative misrepresentations, the class and general  
15 public have been put at a greater health risk due to increased emissions.

16 60. On information and belief, Plaintiff and class members will be forced to reduce  
17 their vehicle’s performance and efficiency in order to bring their vehicles in line with  
18 emissions standards.

19 61. The harm of Defendant’s conduct alleged herein outweighs its social utility, in  
20 that misrepresenting and fraudulently manipulating emissions data poses a health risk to  
21 Plaintiff, the class, and the public, without any countervailing benefit at all.

22 62. Defendant was under a duty to Plaintiff and Class Members to disclose the  
23 utilization of defeat devices in the Class Vehicles:

- 24 (a) Defendant was in a superior position to know the true state of facts about  
25 the manipulation of the Class Vehicles’ emissions control systems;  
26 (b) Defendant made disclosures about the quality of the Class Vehicles, along  
27 with the Class Vehicles’ purported fuel economy and representations that  
28 the Class Vehicles complied with federal and state environmental

standards, without revealing the true nature of the Class Vehicles due to installation of the defeat devices; and

(c) Defendant actively concealed the Emissions Manipulation of the Class Vehicles and the utilization of defeat devices from Plaintiff and the Class.

63. Moreover, Defendant was under a duty to accurately state emissions information, and to program its vehicles to do so when tested.

64. The facts Defendant concealed from or did not disclose to Plaintiff and Class Members are material in that a reasonable person would have considered them to be important in deciding whether to purchase or lease Class Vehicles. Had Plaintiff and other Class Members known about the Emissions Manipulation and that it posed a significant safety hazard, then Plaintiff and the other Class Members would not have purchased or leased the Class Vehicles, or would have paid less for them.

65. Defendant continued to conceal the defective nature of the Class Vehicles and their emissions control systems until revealed by the Environmental Protection Agency in September 2015. Indeed, Defendant continues to conceal the true nature of the problem.

66. Defendant's conduct was and is likely to deceive consumers.

67. Defendant's acts, conduct and practices were unlawful, in that they constituted:

(a) Violations of federal law, including the Clean Air Act;

(b) Violations of California law, including state laws governing vehicle emissions and emission testing requirements; and

(c) Violations of the Song-Beverly Consumer Warranty Act.

68. By its conduct, Defendant has engaged in unfair competition and unlawful, unfair, and fraudulent business practices.

69. Defendant's unfair or deceptive acts or practices occurred repeatedly in Defendant's trade or business, and were capable of deceiving a substantial portion of the purchasing public.

70. As a direct and proximate result of Defendant's unfair and deceptive practices, Plaintiff and the Class have suffered and will continue to suffer actual damages.

71. Defendant has been unjustly enriched and should be required to make restitution to Plaintiff and the Class pursuant to §§ 17203 and 17204 of the Business & Professions Code.

## SECOND CAUSE OF ACTION

### **(Breach of Implied Warranty Pursuant to Song-Beverly Consumer Warranty Act, California Civil Code §§ 1792 and 1791.1, *et seq.*)**

72. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

73. Plaintiff brings this cause of action against Defendant on behalf of himself and on behalf of the members of the Implied Warranty Sub-Class.

74. Defendant was at all relevant times the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles. Defendant knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased.

75. Defendant provided Plaintiff and Class Members with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold.

76. Defendant impliedly warranted that the Class Vehicles were of merchantable quality and fit for such use. This implied warranty included, among other things: (i) a warranty that the Class Vehicles manufactured, supplied, distributed, and/or sold by Volkswagen were safe and reliable for providing transportation; (ii) a warranty that the Class Vehicles would be fit for their intended use while the Class Vehicles were being operated on public roads in the United States; and (iii) met EPA emissions standards.

77. Contrary to the applicable implied warranties, the Class Vehicles, at the time of sale and thereafter, were not fit for their ordinary and intended purpose of providing Plaintiff and Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles are defective, including, but not limited to, the illegal utilization of defeat devices that manipulate the emissions control systems.

78. As a result of Defendant's breach of the applicable implied warranties, owners and/or lessees of the Class Vehicles suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Emissions Manipulation, Plaintiff and Class Members were harmed and suffered actual damages.

79. Defendant's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of California Civil Code §§ 1792 and 1791.1.

### **RELIEF REQUESTED**

80. Plaintiff, on behalf of himself and all others similarly situated, request the Court to enter judgment against Defendant, as follows:

- (a) An order certifying the proposed Class and Sub-Classes, designating Plaintiff as named representative of the Class, and designating the undersigned as Class Counsel;
- (b) A declaration that Defendant is financially responsible for notifying all Class Members about the misrepresentations made with respect to the emissions systems of the Class Vehicles equipped with 2.0 liter TDI diesel engines;
- (c) An order enjoining Defendant from further deceptive distribution, sales, and lease practices with respect to Class Vehicles; compelling Defendant to issue a recall for the Class Vehicles pursuant to the applicable NHTSA guidelines; compelling Defendant to remove and/or permanently disable the Class Vehicles' components causing the Emissions Manipulation; enjoining Defendant from selling the Class Vehicles with the misleading information; and/or compelling Defendant to reform their warranty, in a manner deemed to be appropriate by the Court, to cover the injury alleged and to notify all Class Members that such warranty has been reformed;

- 1 (d) A declaration requiring Defendant to comply with the various  
2 provisions of the Song-Beverly Act alleged herein and to make all the  
3 required disclosures;
- 4 (e) An award to Plaintiff and the Class for compensatory, exemplary, and  
5 statutory damages, including interest, in an amount to be proven at trial;
- 6 (f) Any and all remedies provided pursuant to the Song-Beverly Act,  
7 including California Civil Code section 1794;
- 8 (g) A declaration that Defendant must disgorge, for the benefit of the Class,  
9 all or part of the ill-gotten profits they received from the sale or lease of  
10 its Class Vehicles, or make full restitution to Plaintiff and Class  
11 Members;
- 12 (h) An award of attorneys' fees and costs, as allowed by law;
- 13 (i) An award of attorneys' fees and costs pursuant to California Code of  
14 Civil Procedure § 1021.5;
- 15 (j) An award of pre-judgment and post-judgment interest, as provided by  
16 law;
- 17 (k) Leave to amend the Complaint to conform to the evidence produced at  
18 trial; and
- 19 (l) Such other relief as may be appropriate under the circumstances.

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff demands a trial by jury of any and all issues in this action so triable.

22 Dated: September 22, 2015

Respectfully submitted,

25 By: /s/ Jordan L. Lurie

26 Jordan L. Lurie  
27 Robert Friedl  
28 Tarek H. Zohdy  
Cody R. Padgett

Attorneys for Plaintiff Paul Karcsay